

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

ANGELITA BAILEY,

*

*On Her Own Behalf and on Behalf of
All Others Similarly Situated,*

*

Plaintiff,

* Civil Action No. 8:23-cv-00827-DKC

v.

*

MERCURY FINANCIAL, LLC,

*

Defendant.

*

* * * * *

CONSENT MOTION TO STAY

Defendant Mercury Financial, LLC (“Mercury”), by and through its attorneys, and with the consent of Plaintiff Angelita Bailey, hereby respectfully moves for a brief stay of this case pending the resolution of the Motions to Compel Arbitration and Stay Proceedings and to Strike Class Allegations in the consolidated cases, *Crider v. Continental Finance Co., LLC*, Case No. 8:23-cv-00854-PX (“*Crider*”), and *Johnson v. Continental Finance Co., LLC*, Case No. 8:22-cv-02001-PX (“*Johnson*”) (lead case), both of which have been fully briefed. In support, Mercury states as follows:

1. On January 25, 2023, Plaintiff filed the instant Complaint in the Circuit Court for Montgomery County, Maryland. ECF 3.
2. On March 24, 2023, Mercury timely removed the case to this Court. ECF 1.
3. One week later, on March 31, 2023, Mercury filed its Motion to Compel Arbitration and Stay Proceedings and to Strike Class Allegations. ECF 7. Mercury’s Motion to Compel Arbitration is based on the terms of the Cardmember Agreement governing Plaintiff’s use of her

Mastercard® credit card issued by First Bank & Trust, Brookings SD, and serviced by Mercury.
ECF 7-1.

4. Plaintiff filed her Opposition to Mercury's Motion to Compel on May 15, 2023.
ECF 11.

5. Mercury respectfully requests a brief stay of this case pending the resolution of similar Motions to Compel Arbitration and Stay Proceedings and to Strike Class Allegations in *Crider* and *Johnson*, after which the parties will submit memoranda to conclude briefing the Motion to Compel Arbitration in this case.

6. As in this case, the Motions to Compel Arbitration in *Crider* and *Johnson* are based on the terms of the Cardholder Agreement governing the plaintiffs' use of their respective credit cards serviced by Continental Finance. The language in the arbitration provisions at issue in *Crider* and *Johnson* are similar in some respects to the language in the arbitration provision at issue here.

7. The Motions to Compel Arbitration in *Crider* and *Johnson* are fully briefed.

8. Counsel for the plaintiffs in *Crider* and *Johnson* are the same counsel for Plaintiff in this case. Counsel for Continental Finance in *Crider* and *Johnson* is the same counsel for Mercury in this case.

9. Staying this case briefly pending the resolution of the Motions to Compel Arbitration in *Crider* and *Johnson* will conserve the parties' and the Court's resources and time, and allow the parties to address the forthcoming ruling in *Crider* and *Johnson*.

10. Within 21 days of the Court's issuance of a ruling in *Crider* and *Johnson*, Mercury will file its Reply in Support of its Motion to Compel Arbitration. Within 14 days of Mercury's filing of its Reply in Support of its Motion to Compel Arbitration, Plaintiff will file a Supplemental Opposition Memorandum.

11. Plaintiff consents to the request set forth herein.
12. No party will be prejudiced by a brief stay.

WHEREFORE, for the foregoing reasons, Defendant Mercury Financial, LLC, with Plaintiff's consent, respectfully requests that the Court grant this Motion to Stay.

Dated: May 24, 2023

Respectfully submitted,

/s/ Melissa O. Martinez

Melissa O. Martinez (Fed. Bar No. 28975)

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 24, 2023, a copy of the foregoing Consent Motion to Stay and Proposed Order were served via the CM/ECF System on all counsel of record.

/s/ Melissa O. Martinez

Melissa O. Martinez